United States District Court

SOUTHERN DISTRICT OF CALIFORNIA

CODY NICHOLS, an individual, **Plaintiff,** **vs** **DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee For Morgan Stanley Loan Trust 2006-HE4, an entity of unknown form; DECISION ONE MORTGAGE COMPANY, LLC, a North Carolina Limited Liability Company; and DOES 1-10, inclusive,** **Defendants.**	**SUMMONS IN A CIVIL ACTION** Case No. '07 CV 2039 L NLS

TO: (Name and Address of Defendant)

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court and serve upon PLAINTIFF'S ATTORNEY

Deborah L. Raymond, Esq.
Law Offices of Deborah L. Raymond
380 Stevens Avenue, Suite 205
Solana Beach, CA 92075 Tel: 858-481-9559

An answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

W. Samuel Hamrick, Jr.	OCT 1 9 2007
CLERK	DATE

By L. ODEANO, Deputy Clerk

Summons in a Civil Action

::ODMA\PCDOCS\WORDPERFECT\14443\1 May 5, 1999 (11:34am)

EXHIBIT "A"

RETURN OF SERVICE

Service of the Summons and Complaint was made by me	DATE
NAME OF SERVER	TITLE

Check one box below to indicate appropriate method of service

Served personally upon the defendant. Place where served: ____________

Left copies thereof at the defendant's dwelling, house or usual place of abode with a person of suitable age and discretion then residing therein:

Name of person with whom the summons and complaint were left: ____________

Return unexecuted:

Other (specify):

STATEMENT OF SERVICE FEES

TRAVEL		SERVICES	TOTAL $0.00	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service is true and correct.

Executed on: ____________

Date   Signature of Server

____

Address of Server

NOTICE OF RIGHT TO CONSENT TO TRIAL BY A UNITED STATES MAGISTRATE

IN ACCORDANCE WITH THE PROVISION OF 28 USC 636(C) YOU ARE HEREBY NOTIFIED THAT A U.S. MAGISTRATE OF THIS DISTRICT MAY, UPON CONSENT OF ALL PARTIES, CONDUCT ANY OR ALL PROCEEDINGS, INCLUDING A JURY OR NON-JURY TRIAL, AND ORDER THE ENTRY OF A FINAL JUDGMENT. COUNSEL FOR THE PLAINTIFF HAS RECEIVED A CONSENT FORM.

YOU SHOULD BE AWARE THAT YOUR DECISION TO CONSENT OR NOT CONSENT IS ENTIRELY VOLUNTARY AND SHOULD BE COMMUNICATED SOLELY TO THE CLERK OF COURT. ONLY IF ALL PARTIES CONSENT WILL THE JUDGE OR MAGISTRATE TO WHOM THE CASE HAS BEEN ASSIGNED BE INFORMED OF YOUR DECISION.

JUDGEMENTS OF THE U.S. MAGISTRATES ARE APPEALABLE TO THE U.S. COURT OF APPEALS IN ACCORDANCE WITH THIS STATUTE AND THE FEDERAL RULES OF APPELLATE PROCEDURE.

1) As to who may serve a summons see Rule 4 of the *Federal Rules of Civil Procedure*

::ODMA\PCDOCS\WORDPERFECT\14443\1 May 5, 1999 (11:34am)

EXHIBIT "A"

JS44
(Rev 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I (a) PLAINTIFFS

CODY NICHOLS, an individual,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Law Offices of Deborah L. Raymond
380 Stevens Avenue, Suite 205
Solana Beach, CA 92075
Tel# (858) 481-9669

DEFENDANTS

2007 OCT 19 PM 3:46

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee For Morgan Stanley Loan Trust 2006-HE4, an entity of unknown form; DECISION ONE MORTGAGE COMPANY, LLC, a North Carolina Limited Liability Company; and DOES 1-10, inclusive,

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

ATTORNEYS (IF KNOWN)

'07 CV 2039 L NLS

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX (For Diversity Cases Only) FOR PLAINTIFF AND ONE BOX FOR DEFENDANT

	PT	DEF		PT	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business in This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business in Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY). Violations of the Federal Truth In Lending Act, failure to abide by rescission rights 15 U.S.C. sections 1601 et seq.

V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment &Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153Recovery of Overpayment of Veterans Benefits
- ☐ 160 Stockholders Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectmant
- ☐ 240 Tort to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury- Medical Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/Accommodations
- ☐ 444 Welfare
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence Habeas Corpus
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prisoner Conditions

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC881
- ☐ 630 Liquor Laws
- ☐ 640 RR & Truck
- ☐ 650 Airline Regs
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt. Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS - Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reappointment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce/ICC Rates/etc.
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities Exchange
- ☐ 875 Customer Challenge 12 USC
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State
- ☒ 890 Other Statutory Actions

TILA

VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

☒ 1 Original Proceeding ☐ 2 Removal from State Court ☐ 3 Remanded from Appelate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER f.r.c.p. 23

DEMAND $ Not less than 2,000.00 + rescission

Check YES only if demanded in complaint:
JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY (See Instructions): JUDGE n/a Docket Number n/a

DATE 10/19/2007 SIGNATURE OF ATTORNEY OF RECORD [signature]

::ODMA\PCDOCS\WORDPERFECT\22816\1 January 24, 2000 (3:10pm)

EXHIBIT "A"

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-44

Authority For Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should completed the form as follows:

I.(a) Plaintiffs - Defendants. Enter names (last, first, middle intitial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giveing both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved).

(c) Attorneys. Enter firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place the "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction is based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, it officers or agencies, place an X in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause.

V. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action , in Section IV above, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

VI. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate's decision.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS-44 is used to reference relating pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.
(rev. 07/89)

::ODMA\PCDOCS\WORDPERFECT\22816\1 January 24, 2000 (3:10pm)

EXHIBIT "A"

Deborah L. Raymond, Bar No. 173528
Law Offices of Deborah L. Raymond
380 Stevens Avenue, Suite 205
Solana Beach, Ca 92075
858-481-9559

2007 OCT 19 PM 3:46

Attorney for Plaintiff

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

CODY NICHOLS, an individual, Plaintiff, vs. DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee For Morgan Stanley Loan Trust 2006-HE4, an entity of unknown form; DECISION ONE MORTGAGE COMPANY, LLC, a North Carolina Limited Liability Company; and DOES 1-10, inclusive, Defendants.	Case No.: '07 CV 2039 L NLS COMPLAINT FOR INJUNCTIVE RELIEF, DAMAGES, ACCOUNTING, AND TO QUIET TITLE RELATING TO VIOLATIONS OF THE TRUTH IN LENDING ACT and JURY DEMAND

COMES NOW the plaintiff, CODY NICHOLS (hereinafter "Plaintiff"), an individual alleges:

INTRODUCTION

1. This Complaint is filed under the Truth In Lending Act ("TILA"), 15 U.S.C. §§1601, et seq. to enforce Plaintiff's right to rescind a consumer credit transaction, to void the defendants' security interest in Plaintiff's home, and to recover actual and statutory damages, reasonable attorney's fees and costs by reason of the defendants' violations of TILA and Regulation Z, 12 C.F.R. §226 (Reg. Z").

JURISDICTION

2. Jurisdiction is conferred on this court by 15 U.S.C. 1640(e), 28 U.S.C §§ 331, 1337. The Court has authority to issue a declaratory judgment by virtue of 28 J.S.C. § 2201.

COMMON ALLEGATIONS

3. At all times mentioned in this Complaint (Complaint), Plaintiff was and is an ndividual residing in the County of San Diego, and was and is an owner of that certain eal property located in the County of San Diego and generally described as 2010 Rancho Manzanita, Boulevard, California 91905 (the Real Property).

4. Plaintiff is informed and believes and thereon alleges that at all times mentioned in this Complaint defendant Decision One Mortgage Company, LLC (hereinafter referred to as "Decision One") was and is a North Carolina Limited Liability Company in the business of originating consumer credit transactions described in TILA.

5. Plaintiff is informed and believes and thereon alleges that at all times mentioned in this Complaint defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee For Morgan Stanley Loan Trust 2006-HE4 (hereinafter referred to as "Deutsche Bank") was and is an entity of unknown form in the business of purchasing and otherwise taking assignment of consumer credit transactions described in TILA, originated by others.

6. The true names and capacities, whether corporate, individual or other, of the defendants sued as Does 1 through 10 are presently unknown to Plaintiff who therefore sues said defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to reflect the true names and capacities of said defendants when the same have been ascertained. Plaintiff is informed and believes and thereon alleges that each of said fictitiously named defendants is responsible in some manner for the acts complained of herein.

7. Plaintiff is informed and believes that at all times mentioned in this Complaint, each of the defendants was an officer, director, agent, employee, assignor, assignee or

associate of each of their co-defendants, and was at all times acting within the scope of such capacity with the full knowledge and consent of each said co-defendant.

IV. COMMON FACTUAL ALLEGATIONS

8. Plaintiffs re-allege and incorporates the allegations in Paragraphs 1 through 7 above with the same force and effect as if herein set forth.

9. On or about February 24, 2006, Plaintiff entered into a consumer credit transaction ("Transaction") to refinance his principle dwelling/residence located at 2010 Rancho Manzanita, Boulevard, California 91905, by entering into a promissory note with Decision One, in the amount of Two Hundred Ninety Four Thousand Dollars ($294,000.00), secured by a first deed of trust on Plaintiff's residence. The Transaction paid off the existing mortgage held by Washington Mutual Bank. The Transaction was subject to a finance charge and was payable by written agreement in more than four installments.

10. On or about February 24, 2006, Plaintiff, in the course of the Transaction, signed, but did not receive required Transaction documents, including but not limited to disclosures containing the Annual Percentage Rate, Number of Payments, Finance Charges, and two notices of right to cancel containing the date the cancellation period expires. Immediately after Plaintiff signed the Transaction documents, all Transaction documents were picked up and taken by the notary public and no copies were left with Plaintiff. As such, pursuant to 15 U.S.C. §1635 and Reg. Z, 226.15, Plaintiff was entitled to the three year extended right of rescission.

11. Plaintiff is informed and believes, and thereon alleges that at a date after February 24, 2006, the Transaction was purchased and assigned to Deutsche Bank. The Transaction is currently being serviced by American Servicing Company under loan number 1127063815.

12. On October 15, 2007, within three years of the date of consummation of the Transaction, Plaintiff rescinded the Transaction by sending the notice (Rescission Notice) required by Regulation Z to Deutsche Bank (the entity Plaintiff believed to be the

holder of the Loan) and Decision One (the originating creditor). A copy of the Rescission Notice is herein attached and incorporated by reference as Exhibit "A".

13. A Trustee's Sale was scheduled against the Real Property for November 2, 2007. Plaintiff is informed and believes, and thereon alleges that after Defendants and/or their agents received the Rescission Notice and a request from Plaintiff to cancel or postpone the scheduled Trustee's sale, Defendants rescheduled the Trustee's Sale to an earlier date of October 30, 2007 at 10:00 a.m., in an effort to thwart Plaintiff's rescission rights.

FIRST CAUSE OF ACTION
(TILA)

14. For a First Cause of Action against all defendants, Plaintiff restates the allegations contained in Paragraphs 1 through 13.

15. This Transaction was subject to Plaintiff's right of rescission as described by 15 U.S.C. § 1635 and Reg Z § 226.23 (12 C.F.R. §226.23)

16. In the course of the Transaction, Defendants violated 15 U.S.C. § 1635(a) and Reg Z § 226.23(b) by failing to deliver to Plaintiff "material" disclosures required by TILA and Reg Z, including but not limited to two copies of a notice of right to cancel containing the date the cancellation period expires.

17. Plaintiff has a continuing right to rescind the Transaction, pursuant to 15 U.S.C. § 1635(a) and Reg Z § 226.23(a)(3), for up to three years after consummation of the transaction.

18. Plaintiff sent a Rescission Notice to Deutsche Bank on October 15, 2007 via U.S. Express Mail. Delivery confirmation shows that it was received on October 17, 2007. A copy of the U.S. Postal delivery confirmation is herein attached and incorporated by reference as Exhibit "B". Plaintiff sent a Rescission Notice to Decision One on October 15, 2007 via First Class Certified U.S. Mail, postage fully prepaid.

19. Despite Plaintiff's requests to postpone or cancel the sale to allow Defendants to comply with the requirements of 15 U.S.C. §1635(b) and Reg Z § 226.23(d)(2), Defendants have failed and refused to comply with 15 U.S.C. §1635(b) and Reg Z § 226.23(d)(2), and have instead rescheduled the Trustee's Sale for an earlier date, i.e., October 30, 2007.

20. As a result of the failure of Defendants to comply with the provisions of the TILA and Reg Z, Plaintiff is entitled to:

(a) Rescission of the Transaction;

(b) Termination of any security interest in Plaintiff's property created under the transaction;

(c) Return of any money or property given by Plaintiff to anyone, including defendants, in connection with the Transaction;

(d) Statutory damages of $2,000.00 for Defendants' failure to respond properly to Plaintiff's Rescission Notice;

(e) Forfeiture of return of loan proceeds;

(f) An injunction, enjoining Defendants and their agents, attorneys, servicers and anyone acting on their behalf, during the pendency of this action, and permanently thereafter, from instituting, prosecuting, or maintaining foreclosure proceedings on the Plaintiff's property, from recording any deeds or mortgages regarding the property or from otherwise taking any steps to deprive Plaintiff of ownership of that property;

(g) Actual damages in an amount to be determined at trial; and

(g) Costs and Reasonable attorney's fee.

SECOND CAUSE OF ACTION
(Quiet Title)

21. For a Fourth Cause of Action against the defendants Plaintiff restates the allegations of Paragraphs 1 through 20.

22. Deutsche Bank claims an interest adverse to Plaintiff in the Real Property in the form of the trust deed recorded pursuant to the Transaction, and Plaintiff is seeking to quiet title against the claims of Deutsche Bank under such trust deed.

23. Plaintiff seeks to quiet title as of February 24, 2006, the date of consummation of the Transaction.

WHEREFORE, it is respectfully prayed that this Court:

ON THE FIRST CAUSE OF ACTION:

1. Assume jurisdiction of this case;
2. Declare the security interest in Plaintiff's home void;
3. Rescind the Transaction;
4. Order Defendants to take all action necessary to terminate any security interest in Plaintiff's property created under the transaction and that the Court declare all such security interests void, including but not limited to the deed of trust related to the Transaction;
5. Order the return to Plaintiff of any money or property given by Plaintiff to anyone, including but not limited to Decision One and Deutsche Bank, their agents, servicers etc. in connection with the Transaction;
6. Enjoin Defendants and their agents, attorneys, servicers or anyone acting on their behalf, during the pendency of this action, and permanently thereafter,

from instituting, prosecuting, or maintaining foreclosure proceedings on the Plaintiff's property, from recording any deeds or mortgages regarding the property or from otherwise taking any steps to deprive Plaintiff of ownership of that property;

7. Award Plaintiff statutory damages for Defendants' failure to respond properly to Plaintiff's rescission notice, in the amount of twice the finance charge in connection with the Transaction, but not less than $200 or more than $2,000 as provided by 15. U.S.C. § 1640(a);

8. Order that, because Defendants failed to properly respond to Plaintiff's notice of rescission, Plaintiff has no duty to tender, but in the alternative, if tender is required, determine the amount of the tender obligation in light of all the Plaintiff's claims, and order Defendants to accept tender on reasonable terms and over a reasonable period of time.

9. Award of actual damages in an amount to be established at trial;

10. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1640(a); and

11. Award such other and further relief as the Court deems just and proper.

ON THE SECOND CAUSE OF ACTION:

For an order quieting title in and to the Real Property in Plaintiff, free from any encumbrance, lien or cloud on title created as a result of the Transaction.

ON ALL CAUSES OF ACTION:

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1. For costs of suit incurred herein;
2. For reasonable attorneys fees permitted by statute; and,
3. For such other and further relief as this court may deem just and proper.

Dated: 10/19/07

DEBORAH L. RAYMOND, Attorney
for plaintiff, CODY NICHOLS

DEMAND FOR JURY TRIAL

PLAINTIFF, CODY NICHOLS, hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

Dated: 10/19/07

DEBORAH L. RAYMOND, Attorney
for plaintiff, CODY NICHOLS

Law Offices of Deborah L. Raymond
380 Stevens Avenue, Suite 205
Solana Beach, CA 92075
Tel: 858-481-9559
Fax: 858-724-0747

October 16, 2007

SENT VIA U.S. EXPRESS MAIL
Tracking# ER 615976408 US

Deutsche Bank National Trust Company
60 Wall Street Mail Stop NYC60-3012
New York, NY 10005-5391

SENT VIA FACSIMILE# 1-866-453-6315 PRIOR TO FIRST CLASS CERTIFIED U.S. MAIL
Certified Receipt# 7006 2150 0003 6678 7417

America's Servicing Company
P.O. Box 10388
Des Moines, IA 50306-0388

SENT VIA FIRST CLASS CERTIFIED U.S. MAIL
Certified Receipt# 7006 2150 0003 6678 7424

First American Loanstar Trustee Services
3 First American Way
Santa Ana, CA 92707

SENT VIA FIRST CLASS CERTIFIED U.S. MAIL
Certified Receipt# 7006 2150 0003 6678 7431

Decision One Mortgage Company, LLC
38701 Seven Mile Road, Suite 350
Livonia, Michigan 48152
Attention: Cancellation Dept.

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EXHIBIT "A"

Re: Cody Nichols
ASC Loan#1127063815
Decision One Mortgage Company, LLC Loan Number: 2080060288710
Property Address: 2010 Rancho Manzanita, Boulevard, California 91905
NOTICE OF RESCISSION OF MORTGAGE HELD BY DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for Morgan Stanley Loan Trust 2006-HE4 and ORIGINATED BY DECISION ONE MORTGAGE COMPANY, LLC
A QUALIFIED WRITTEN REQUEST PURSUANT TO 12 U.S.C. §2605

Dear Sir or Madam:

This office represents Cody Nichols in his claims against Decision One Mortgage Company, LLC, Deutsche Bank National Trust Company, as Trustee For Morgan Stanley Loan Trust 2006-HE4, and their assigns, servicers, agents, principals, subsidiaries and/or the holder/owner of the note for the above referenced loan (hereinafter referred to as "Creditor"). Enclosed is a copy of a Letter of Designation And Authorization signed by my client. All further communications must be directed to this office only. The debt associated with the above referenced loan number is hereby disputed.

NOTICE OF RESCISSION OF MORTGAGE

Consumer, Cody Nichols (hereinafter referred to as "Consumer"), base the following upon the understanding that Creditor is subject to the Truth In Lending Act (hereinafter "TILA"), and hereby exercise his rights under the Truth In Lending Act (15 U.S.C. §1601 et seq.), Regulation Z (12 C.F.R. § 226.1 et seq.), and related statutes and California state laws, which may include, without limitation, RESPA and California Finance Lenders laws, to rescind the above referenced loan. Without limitation, Consumer bases his right to rescind upon the fact that required disclosures pursuant to 15 USC §1601 et seq. were not provided to the Consumer, including but not limited to, two copies of a Notice of Right To Cancel containing all required information.

We are prepared to discuss a tender obligation, should it arise, and satisfactory ways in which my client may meet this obligation. Please be advised that if you do not cancel the security interest and return all consideration paid by my client within 20 days of receipt of this letter, you could be responsible for actual and statutory damages pursuant to 15 U.S.C. § 1640(a).

Additionally, pursuant to 15 U.S.C. § 1641(f)(2) and 12 U.S.C. § 2605, A QUALIFIED WRITTEN REQUEST is hereby made for the name, address, and telephone number of the master servicer, all the mortgage holders, all the note/loan holders, and all the owners of the loan described above. Furthermore, A QUALIFIED WRITTEN REQUEST is made for all signed

EXHIBIT "A"

EXHIBIT "A"

and/or unsigned copies of the following documents, if they exist, relating to the above referenced loan:

1. All Notices of Right to Cancel;
2. HUD-1 Disclosure;
3. Truth In Lending Act Disclosures;
4. The Entire Note;
5. Deed of Trust;
6. All riders to any of the above documents;
7. Disclosures pursuant to 15 U.S.C. §1639;
8. A History of Payments and other document showing the loan disbursements, loan charges, payments made, and current principal balance due;
9. The Entire Loan Application File; and
10. All correspondence.

Request is also made for an immediate written description of all information, data, or other documentation that you believe would disprove that this loan is in violation of TILA, RESPA, and/or California Finance Lenders laws and subject to rescission.

It appears that a Notice of Trustee's Sale has been recorded against my client's property, with a scheduled sale date of 11/02/2007. Please telephone me immediately at 858-481-9559 to discuss the cancellation or postponement of this sale. Be advised that your failure to postpone or cancel the 11/02/2007 sale date, and inform me of such postponement or cancellation, by no later than 4:00 p.m. (pst) on Thursday, October 18, 2007, will cause significant additional damages to my client, such damages may include emotional distress from the wrongful sale of my client's family home to a bona fide purchaser. Placing my client, his mother, and ill father on the street with no home will cause serious and irreparable harm to my client and his family. In addition, significant expense, including but not limited to attorneys' fees will be incurred from the requirement to file an Application for a Temporary Restraining Order/Preliminary Injunction.

Your immediate attention to this matter is demanded.

Sincerely,

Deborah L. Raymond

Deborah L. Raymond
Attorney for Cody Nichols

EXHIBIT "A"

EXHIBIT "A"

I WISH TO RESCIND/CANCEL AMERICA'S SERVICING COMPANY LOAN NUMBER 1127063815 (DECISION ONE MORTGAGE COMPANY LLC LOAN NUMBER 2080060288710). A signed photocopy, PDF, or facsimile of this wish to Rescind/Cancel shall have the same force and/or effect as a signed original.

Dated: Oct, 16, 2007

Cody Nichols

Cody Nichols

UNITED STATES POSTAL SERVICE

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Track & Confirm

Search Results

Label/Receipt Number: **ER61 5976 408U S**
Status: **Delivered**

Your item was delivered at 1:46 PM on October 17, 2007 in NEW YORK, NY 10268. The item was signed for by B MATTHEW.

Additional Details > *Return to USPS.com Home >*

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Enter Label/Receipt Number.

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EXHIBIT "B"

EXHIBIT "A"